# AGREEMENT COVER SHEET

#### Cover Sheet is an Internal Document for Business Office Use

Contractor full name: Southern Connecticut State University

Doing Business As, Southern Connecticut State University

Business Address: 501 Crescent St. New Haven CT 06511

Business Phone: 203-392-5912

Business email: <a href="mailto:sassuk1@southernct.edu">sassuk1@southernct.edu</a> (possible edit here)

SS# OR Tax ID #:

Funding Source & Acct # including location code: ARP ESSER III Carryover 2553-900-6399-56694-0410

Principal or Supervisor: Keisha Hannans- Assistant Superintendent/Dina Natalino- Supervisor of College & Career Pathways

Agreement Effective Dates: June 20th<sup>th</sup> - June 30, 2023

Hourly rate or per session rate or per day rate: \$11,286.00 for 30 high school students

Total amount: \$11,286.00

Description of Service: The Southern Connecticut State University Center of Excellence for Teaching and Learning (SCSU CTL) will collaborate with New Haven Public Schools (NHPS) to introduce high school students to the many possibilities that exist in the education profession. Workshops will be designed to align with the theme of "Innovative Approaches to Inspiring and Preparing Future Educators." These workshops will be highly engaging, hands-on learning experiences that are not limited to those with an expressed interest in becoming teachers, but also those that are interested in leadership and other professions that center innovative ways of gaining and imparting knowledge. The Summer Academy aims to support NHPS students in exploring various disciplines, providing clear pathways for potential teacher training candidates and other professional roles that require the transferable and high-demand skills of educators. Through the use of engaging activities related to education, the Academy aims to explore thinking and learning as well as creativity and play.

Submitted by: Keisha Hannans Phone: 475-220-1017



# Memorandum

To:

New Haven Board of Education Finance and Operations

Committee

From:

Keisha Hannans

Date:

5/11/2023

Re:

**SCSU Summer Education Academy for High School Students** 

Please <u>answer all questions and attach any required documentation as indicated below</u>. Please have someone **ready to discuss** the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education.

- 1. Contractor Name: Southern Connecticut State University
- 2. Description of Service: The Southern Connecticut State University Center of Excellence for Teaching and Learning (SCSU CTL) will collaborate with New Haven Public Schools (NHPS) to introduce high school students to the many possibilities that exist in the education profession. Workshops will be designed to align with the theme of "Innovative Approaches to Inspiring and Preparing Future Educators." These workshops will be highly engaging, hands-on learning experiences that are not limited to those with an expressed interest in becoming teachers. We also welcome students who are interested in leadership and other professions that center innovative ways of gaining and imparting knowledge. The Summer Academy aims to support NHPS students in exploring various disciplines, providing clear pathways for potential teacher training candidates and other professional roles that require the transferable and high-demand skills of educators. Through the use of engaging activities related to education, the Academy aims to explore thinking and learning as well as creativity and play.
- 3. Amount of Agreement and hourly or session cost: \$11, 286.00 (\$376.20 per student)
- 4. **Funding Source and account number:** ARP ESSER III Carryover 2553-900-6399-55100-0410
- 5. Approximate number of staff served through this program or service: N/A
- 6. Approximate number of students served through this program or service: 30
- 7. Continuation/renewal or new Agreement?
  Answer all questions:

- a. If continuation/renewal, has the cost increased? If yes, by how much? This is a new contract for 2023.
- b. What would an alternative contractor cost: At this time there is not a need for an alternative cost because it is a public institution of higher learning.
- c. If this is a continuation, when was the last time alternative quotes were requested? New Agreement
- d. For new or continuation: is this a service existing staff could provide. If no, why not?

It cannot be provided by any staff because of the unique skills it offers regarding college professors offering seminars on education and leadership.

#### 8. Type of Service:

## **Answer all questions:**

- a. Professional Development? N/A
  - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? *N/A*
- b. After School or Extended Hours Program? Not at this time
- c. School Readiness or Head Start Programs? N/A
- d. Other: (Please describe).

#### 9. Contractor Classification:

#### **Answer all questions:**

- a. Is the Contractor a Minority or Women Owned Business? No
- b. Is the Contractor Local? Yes
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? Yes, it is local non-profit
- d. Is the Contractor a public corporation? No
- e. Is this a renewal/continuation Agreement or a new service? New agreement
- f. If it is a renewal/continuation has cost increased? If yes, by how much? New agreement
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: *Not at this time*

# 10. Contractor Selection: In this section, please describe the selection process, including other sources considered and the rationale for selecting the contractor. Please answer all questions:

- a. What specific skill set does this contractor bring to the project? Please attach a
  copy of the contractor's resume if an individual or link to contractor website if
  a company:
  - Not Applicable
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? SCSU is a local partner with NHPS.
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? Not Applicable at this time.
- d. Who were the members of the selection committee that scored bid applications? *Not applicable*

e. If the contractor is Sole Source, please attach a copy of the Sole Source designation letter from the City of New Haven Purchasing Department. – Not Applicable

# 11. Evidence of Effectiveness & Evaluation Answer all questions

- a. What specific need will this contractor address and how will the contractor's performance be measured and monitored to ensure that the need is met? Provide instruction and different workshops in the different areas of education. A pre-post assessment design will be utilized to help evaluate the effectiveness of each training module by tracking the students' progress and detecting changes in their skills and knowledge over time. Attendance, students' presentations, and completion rate of students' work will be used as evaluation and further recruitment criteria for the field of education.
- b. If this is a renewal/continuation service <u>attach a copy of the eval</u>uation or archival data that demonstrates effectiveness. Not applicable.
- c. How is this service aligned to the District Continuous Improvement Plan?

  Academic learning goal 1.4 College and Career Readiness: Improve access to opportunities for internships, vocational experiences, certifications, and other initiatives directly related to career preparation.
- 12. Why do you believe this Agreement is fiscally sound? This agreement provides a pathway for our high school students in our district who would like to gain knowledge about the fields of education and leadership. This is the most costeffective pathway/program so that students can become exposed to this area on a college campus and gain valuable experience in this field while remaining local.
- 13. What are the implications of not approving this Agreement? If this agreement is not approved, high school students will not have any access locally to this specific program because none of our high schools are offering any of these summer programs at this time. New Haven Public Schools high school students expressed a major interest in this area after sending an interest form.

# MEMORANDUM OF AGREEMENT BETWEEN New Haven Public Schools AND

#### Southern Connecticut State University

This agreement ("New Haven Public Schools Summer Academy") is made by and between New Haven Public Schools (NHPS), 54 Meadow Street, New Haven CT, 06519, and SOUTHERN CONNECTICUT STATE UNIVERSITY (SCSU or The University), 501 Crescent Street, New Haven CT, 06515. SCSU is a constituent institution of the Connecticut University System, which is an agency of the State of Connecticut.

# NHPS and SCSU do mutually agree as follows:

#### 1. Services to be Provided

- (a) Attachment 1 (Scope of Service) of this agreement will specify the work to be performed by SCSU.
- (b) Attachment 2 provides the confidentiality terms and conditions related to any student data.
- (c) NHPS retains the unilateral right to require changes in the services so long as the changes are within the general scope of work to be performed hereunder. If the change results in an increase or decrease of funds, both parties shall agree in writing on this price change.

## 2. Term of Agreement

Performance under this Agreement commences on June 6, 2023 and continues until agreed upon services are completed, but in any case no later than July 31, 2023.

#### 3. Compensation and Method of Payment

- (a) <u>Compensation</u>. NHPS shall compensate SCSU for services performed and make payments to SCSU, in response to invoices received from SCSU. The total price to NHPS for the services to be provided by SCSU under the Agreement *may not exceed* (time and materials) \$11,286.
- (b) Method of Payment. SCSU shall submit invoices to:

Adalia Figueroa
Student Service Data Coordinator
New Haven Public Schools
54 Meadow Street, New Haven CT, 06519
adalia.figueroa@new-haven.k12.ct.us
475-220-1768

NHPS shall pay SCSU no later than ninety days after receipt of each invoice.

#### 4. Federal Funding Acknowledgement

(a) The source of these funds are: American Rescue Plan - Elementary and Secondary School Emergency Relief (ARP-ESSER)

- (b) This contract ( X does/ does not) contain federal funds.
  - i. If contained, the source of these federal funds is: Education Stabilization Fund
  - ii. The CFDA Number is: 84.425
  - iii. The total dollar value of federal funds supporting this contract: \$11,286.
  - iv. The percentage of the total contract value supported by federal funds: 100%
  - v. The terms and conditions that apply to this federally-funded contract are contained in Attachment
- (c) There (\_\_\_ are/ \_\_X\_ are not) programmatic conditions that apply to this contract, regardless of the type of funding. If applied, these conditions are contained in Attachment (3).

#### 5. Administrative Officers

NHPS designates Dina Natalino and SCSU designates Amy L. Taylor to serve as Contract Officers for this Agreement. All contact between NHPS and SCSU regarding administrative matters relative to this Agreement shall be coordinated through the Administrative Officers.

#### For NHPS Contract Matters:

Patricia DeMaio Grants Manager New Haven Public Schools 54 Meadow Street, New Haven CT, 06519 patricia.demaio@new-haven.k12.ct.us 475-220-1372

#### For SCSU Contract Matters:

Amy L. Taylor
Director, Sponsored Programs and Research
Southern Connecticut State University
501 Crescent Street, New Haven CT, 06515
203-392-6801
taylora28@southernct.edu

#### For NHPS Program Matters:

Dina Natalino
Supervisor of College & Career Pathways
New Haven Public Schools
54 Meadow St. New Haven, CT 06519
dina.natalino@new-haven.k12.ct.us
475-220-1785

#### For SCSU Program Matters:

Kari Sassu

Director, Center of Excellence for Teaching and Learning

Southern Connecticut State University 501 Crescent Street, New Haven CT, 06515 <a href="mailto:sassuk1@southernct.edu">sassuk1@southernct.edu</a> 203-392-5912

#### 6. Amendment of Agreement

This Agreement may be amended only as NHPS and SCSU mutually agree in writing. Except for the specific provision of the Agreement which is amended, the Agreement remains in full force and effect after such amendment.

#### 7. Publicity and Marketing:

Each Party may include the other Party's name, logo(s), service mark(s) or trademark(s) on its website(s) or other materials with prior approval of the other Party. Each Party agrees that such use of name, logo(s), service mark(s) or trademark(s) must be in accordance with the terms of this Agreement, applicable law, and any usage guidelines as may be provided by each Party.

- 8. Forum and Choice of Law: The Parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflict of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State of Connecticut or the University, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. NHPS waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- 9. Sovereign Immunity: NHPS and SCSU acknowledge and agree that nothing in this Agreement shall be construed as a modification, compromise or waiver by SCSU or the State of Connecticut of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Agreement. To the extent that this section conflicts with any other section, this section shall govern.
- 10. <u>Disputes and/or Claims Against the State</u>: NHPS and SCSU agree to enter into negotiation to resolve any dispute. Both Parties agree to negotiate in good faith to reach a mutually agreeable settlement within a reasonable amount of time. In the event negotiation is unsuccessful, NHPS agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the

State), and NHPS further agrees not to initiate legal proceedings in any state and federal court in addition to, or in lieu of, said Chapter 53 proceedings.

- 11. <u>Non-Discrimination</u>: NHPS and SCSU agree, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. NHPS agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including, but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.
- 12. <u>Termination</u>: Notwithstanding any provisions in this Agreement, the University, through a duly authorized employee, may terminate the Agreement whenever the University makes a written determination that such termination is in the best interests of the State of Connecticut or the University. The University shall notify NHPS in writing of termination pursuant to this Section 12, which notice shall specify the effective date of termination and the extent to which NHPS must complete its performance under the Agreement prior to such date.

#### 13. Records

NHPS and SCSU shall retain all records relating to the subject of this Agreement for three (3) years after the termination of this Agreement.

- 14. Assignment: This Agreement or any right or duty, in whole or in part, of NHPS under this Agreement may not be assigned or delegated without the prior written consent of the University.
- 15. <u>Severability</u>: If any provision of this agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.
- 16. <u>Counterparts</u>: This Agreement may be executed in multiple counterparts, each one of which when so executed, shall in a digital scan or image constitute a valid and binding original.

#### 17. Entire Agreement

This Agreement, together with the Exhibits incorporated by reference, if any, represents the complete and final understanding of NHPS and SCSU. No other understanding, oral or written, regarding the subject matter of this Agreement, may be deemed to exist or to bind the parties at the time of execution.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth herein.

Southern Co	onnecticut State Univers	sity	
Ву:		Date:	
Robert Prezant	Digitally signed by Robert Prezent Date: 2023.05.16 13:49:24 -04'00'	5/16/23	
Robert S. Pre Provost and V	ezant Vice President for Acade	mic Affairs	
New Haven	Public Schools		
By:		Date:	
Dr. Iline Trac	•	44	

#### Attachment 1 - Scope of Service

## New Haven Public Schools Summer Academy Proposed Program Outline and Budget

**Proposal:** The Southern Connecticut State University Center of Excellence for Teaching and Learning (SCSU CTL) will collaborate with New Haven Public Schools (NHPS) to introduce high school students to the many possibilities that exist in the education profession.

Workshops will be designed to align with the theme of "Innovative Approaches to Inspiring and Preparing Future Educators." These workshops will be highly engaging, hands-on learning experiences that are not limited to those with an expressed interest in becoming teachers. We also welcome students who are interested in leadership and other professions that center innovative ways of gaining and imparting knowledge.

Overall Goal: The Summer Academy aims to support NHPS students in exploring various disciplines, providing clear pathways for potential teacher training candidates and other professional roles that require the transferable and high-demand skills of educators. Through the use of engaging activities related to education, the Academy aims to explore thinking and learning as well as creativity and play.

#### **Services Provided:**

The following services will be provided by the SCSU CTL:

SCSU CTL will provide nine 3-hour workshop sessions of interactive programming for up to 30 interested high school students selected by NHPS. Workshops will be facilitated by SCSU faculty, staff and/ or outside collaborators. SCSU CTL will provide a learning space on campus, workshop materials, and lunches/ snacks. SCSU CTL will conduct a program assessment and report. Before the program implementation, SCSU will conduct comprehensive "Interest Profiler," the results of "Interest Profiler" will be analyzed and shared with NHPS.

The following services will be provided by NHPS:

NHPS will conduct student recruitment and selection based on the "Interest Profiler" assessment results; arrange for transportation for students to the SCSU campus; ensure written parental permission is obtained for student participation, and inclusion of students in photos/videos during the program. NHPS will provide an updated certificate of insurance for the program dates.

#### **Example Workshop Session Topics:**

See attached addendum.

#### **Outcome Measures:**

A pre-post design test will be utilized to help evaluate the effectiveness of each training module by tracking the students' progress and detecting changes in their skills and knowledge over time.

# **Timeline:** 9-day summer program:

Program Dates/Times:

• Week 1: June 20-23

• Week 2: June 26-30

• 10:00 a.m. – 1:00 p.m.

# Target Date for Student Enrollment:

• May 5, 2023

# **Proposed Budget:**

Service/Material		SCSU
Program Delivery (Internal Facilitator Compensation)  • 7 internal facilitators@\$750/each		\$0
<ul> <li>Includes funding for prep time.</li> </ul>		
<ul> <li>Number of facilitators accommodates likely team teaching for some topics</li> </ul>		
Internal Facilitator Fringe Benefits	\$3,186	\$0
Program Delivery (SCSU Room Fees Complimentary)	\$0	\$0
Lunches/Snacks/Drinks	\$0	\$5,400
• 40 people @\$15/per person x 9 days		
<ul> <li>Includes funding for students/facilitators/interns assisting with program</li> </ul>		
Program Delivery (External Facilitators Compensation)	\$1,500	
• 2 external facilitators @\$750/each		
Student Materials	\$1,350	\$0
• 9 days @\$150/day		· ·
<ul> <li>Covers materials and equipment for student activities and projects</li> </ul>		
Total NHPS Contribution	\$11,286	
Total SCSU Contribution		\$5,400

#### **ADDENDUM**

NHPS high school students will be exposed to a multitude of disciplines over the course of 9 days, connected to the art and science of teaching and learning. Thus, young scholars will be introduced to the many possibilities and professions that exist within the field of education.

**Proposed Outline of Topics** 

Date	Topic	
June 20	•	Psychology of Learning & Teaching
June 21	•	Creative Teaching with Technology; Employing Technology for Improved
W		Learning
	•	Reading in the World and in the Classroom- Exploring Culture and Context
June 22	•	Health Body, Health Mind
June 23	•	Entrepreneurship Education
June 26	•	Exploring STEM Education
	•	Mathematics in Nature
June 27	• 1	Virtual Reality/ Augmented Reality
June 28	•	Exploring Leadership Styles
June 29	•	Using Mind/ Body Health Strategies to Enhance Learning
June 30	•	Exploring Professional and Educational Pathways

#### Attachment 2 Confidentiality Terms & Conditions

- 1. Confidential Information: means non-public and secure information that the University discloses to NHPS. NHPS agrees to hold in confidence all information, data, or materials provided by the University to NHPS during the term of this Agreement that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, should reasonably be understood to be confidential or proprietary in nature ("Confidential Information"). Confidential Information shall not include any information that NHPS can demonstrate (i) was known to NHPS prior to receiving from, observing, or accessing the University; (ii) is or becomes publicly available, through no fault or breach of NHPS; (iii) the University regularly discloses to third parties without restriction on disclosure; (iv) NHPS obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation; (v) independently developed by NHPS without use of or reference to any Confidential Information of the University; or (vi) NHPS received a written consent to disclose the information.
- 2. Protection of Confidential Information: NHPS agrees that it shall not disclose, provide or otherwise make available proprietary or Confidential Information disclosed to NHPS by SCSU to any person other than authorized employees, and those employees or agents of NHPS whose use of or access to the Confidential Information is necessary in connection with the services being performed by NHPS for or on behalf of SCSU. NHPS shall use all commercially reasonable precautions to protect the confidentiality of the Confidential Information, and shall ensure that all employees, agents or contractors of NHPS having access to the Confidential Information understand the commercially reasonable precautions in place, and agree to abide by such precautions.
- 3. Student Data: In the course of this Agreement, NHPS may have access to data associated with prospective and/or enrolled SCSU students. Such information may be subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, et seq. and the regulations promulgated thereunder at 34 C.F.R. Part 99. Regardless of format or medium (e.g., electronic, paper, audio, video), such information is considered Confidential Information and protected by FERPA. Such information shall not be disclosed or shared with any third party by NHPS, except as permitted by the terms of this Agreement.
- 4. NHPS shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all SCSU data received from, or on behalf of SCSU. These measures shall be extended by contract between NHPS and all subcontractors used by NHPS who may encounter SCSU data. In the event any person(s) seek to access protected and confidential data or information, whether in accordance with FERPA or other federal or relevant state law or regulations, NHPS will promptly inform SCSU of such request in writing. NHPS shall only retrieve such data or information upon receipt of, and in accordance with, written directions by SCSU. NHPS shall not provide direct access to such data or information or respond to individual requests. All requests and all data or information retrieved by NHPS in response to such requests shall be provided to SCSU. It shall be SCSU's sole

responsibility to respond to requests for data or information received by NHPS regarding SCSU data or information. Should NHPS receive a court order or lawfully issued subpoena seeking the release of such data or information, NHPS shall provide immediate notification to SCSU of its receipt of such court order or lawfully issued subpoena and shall promptly provide SCSU and CSCU Legal Affairs, 61 Woodland Street, Hartford CT 06105, and via email: <a href="mailto:CSCU-Legal@ct.edu">CSCU-Legal@ct.edu</a>, with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information.

- 5. Breach of Confidentiality: The Parties agree that any breach of the confidentiality obligations set forth in this Agreement may result in the termination of this Agreement. For purposes of this Agreement, "Unauthorized Access," means unauthorized access to or acquisition of electronic files, media, databases or computerized data containing personal information when access to the personal information has not been secured by encryption or by any other method or technology that renders the personal information unreadable or unusable. In the event that a security breach occurs, NHPS agrees to the following:
  - a. NHPS shall immediately notify SCSU in the event NHPS has knowledge that Unauthorized Access to Confidential Information has been, or may have been, obtained, and NHPS shall immediately take such measures as are reasonably necessary, or requested by NHPS, to identify the cause, impact and contain such Unauthorized Access (the "Mitigation Measures").
  - b. To the extent the Unauthorized Access resulted from the negligent acts or omissions, gross negligence and/or willful misconduct of NHPS or its subcontractors or employees, or from NHPS's failure to comply with the terms of this Agreement, NHPS shall: (a) be responsible for the costs of the Mitigation Measures; (b) shall take such actions, and be responsible for the costs therefor, as are necessary to mitigate any damage caused, or that may be caused, by such Unauthorized Access, including, but not limited to, providing identity theft protection for a period of not less than two (2) years to those affected or potentially affected by the Unauthorized Access; and (c) shall indemnify and hold harmless SCSU and the State of Connecticut, including any agency or official of the State of Connecticut, from and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from such Unauthorized Access.
  - c. To the extent the Unauthorized Access was not related to the negligent act or omission of NHPS or its subcontractors and employees, or to NHPS's failure to comply with the terms of this Agreement, SCSU may, in its sole discretion, by amendment to this Agreement, compensate NHPS for the Mitigation Measures.
  - d. For the purpose of notification to SCSU of an actual or potential security breach, the following individuals, or their successors, should be contacted in writing and by phone:

Mr. Edward May, Information Technology

#### 203-392-7776

6. Return/Destruction of Data: Upon expiration or termination of this Agreement, NHPS shall return and/or destroy all data or information received from SCSU in a manner as may be determined between the Parties in accordance with agreed upon standards and procedures. NHPS shall not retain copies of any data or information received from SCSU once SCSU has directed NHPS as to how such information shall be returned to SCSU and/or destroyed. Furthermore, NHPS shall ensure that it disposes of any and all data or information received from SCSU in the agreed upon manner that the confidentiality of the contents of such records has been maintained. If NHPS destroys the information, NHPS shall provide SCSU with written confirmation of the method and date of destruction of the data.

